UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

KELLY TOYS HOLDINGS, LLC,

Plaintiff

v.

19885566 STORE, **ANKANG AIDUOBAO** ANIMATION CULTURE INDUSTRY CO., LTD., BAEBAE STORE, BAODING KAIYU ARTS & CRAFTS MANUFACTURING CO., LTD., CHINESE PLUSH TOY STORE, COMFORTABLE LIFE 1026 STORE, CZ TOY STORE, DEERBABY TOY STORE, DOLLFIGE STORE, DONGGUAN BINFA TOYS CO., LTD., DONGGUAN JUN OU TOYS CO., LTD., DONGGUAN YIKANG PLUSH TOYS CO., LTD., DONGGUAN YOURUN TOYS LTD., DONGGUAN YUANKANG **PLUSH TOYS** CO., DROPSHOIP TOY STORE, FASHION HELLO KITTY SECRET STORE, FASHION TRENDS STORE, FORKIDS STORE, FUN PLUSH TOY STORE. TOY STORE. FUNFUN **FUZHOU** ZHONGCHUANG TIMES TECHNOLOGY CO., LTD., GISELLE TOYS STORE, GUANGDONG TOYS CO., LTD., GUANGZHOU HAYIDAI KINGKONG INDUSTRIAL CO., LTD., HANGZHOU BAIXIN IM.& EXP. CO., LTD., HI TOY TRIBE STORE, HOUSE ZONE STORE, JANEDREAM BABY STORE, JINHUA HAIRONG IMPORT AND EXPORT CO., LTD., JOEANNO TOY FACTORY STORE, KI HOUSE TOY STORE, KK SMART TOY STORE, MARKET SHOP STORE, MILIBLANKET STORE, ONE-OF-A-KIND CABIN STORE, POINT ALL STORE. PROBRA OFFICIAL STORE, OINGDAO OUNZE TOYS CO., LTD., REAL INTERNATIONAL TRADING (SHANGHAI) CO., LTD., ROAD TO MUG STORE, ROMD BLANKET STORE, SHANGHAI RBIN INDUSTRY AND TRADE CO., LTD., SHANGHAI ZHEYI TRADING CO., LTD., SHENZHEN HUAMING JUN RUBBER CO., LTD., SHENZHEN OUCHENG ELECTRONIC COMMERCE CO., LTD., SHENZHEN SIRUIQI ELECTRONIC **COMMERCE** CO. LTD, SHIJIAZHUANG JOYCE TECHNOLOGY CO., LTD., CIVIL CASE NO. 22-cv-9384 (JMF)

[PROPOSED]
FINAL DEFAULT JUDGMENT
AND PERMANENT
INJUNCTION ORDER

SHOP1100006046 STORE, SHOP1100064019 SHOP1100085091 STORE, STORE, SHOP1100180251 STORE, SHOP1102064132 STORE, SHOP1102115801 STORE, SHOP1102138263 SHOP1102135777 STORE, SHOP1102156837 STORE, STORE, SHOP1102174373 STORE, SHOP1102195438 STORE, SHOP1102197245 STORE, SHOP5240333 STORE, SHOP5603037 STORE, **TAIZHOU** WOTONG INTERNATIONAL TRADING CO., LTD., TOY ANIME STORE, TOYFOND STORE, TOYS HEAVEN STORE, TOYSAGEYOUNG88 STORE, VA888 STORE, VGR HOME APPLIANCES STORE, WUHAN TKNOW TOYS CO., LTD., XIAMEN HOTITEM TECHNOLOGY CO., LTD., XIAOCHA TOY STORE, YANGHZOU U-TRON IMPORT & EXPORT CO., LTD., YANGZHOU ALIJIA PLUSH TOYS CO., LTD., YANGZHOU JINRUNAN MATERNITY & BABY PRODUCTS CO., LTD., YANGZHOU MARISA TOY GIFTS CO., LTD., YANGZHOU MOVA TOYS TRADE CO., LTD., YANGZHOU **STECH TOYS** CO.. YANGZHOU STEP TOYS & GIFTS CO., LTD., YANGZHOU STEP TOYS AND GIFTS CO., LTD., YIWU DAZZER CLOTH CO., LTD., YIWU LEO TRADING CO., LTD., YIWU QIBA TRADING FIRM, YIWU TANGAO E-COMMERCE FIRM, YIWU YIXUN TOYS CO., LTD., YIWU YIYA TOY CO., LTD., YIZHENG CITY HONGMER ELECTRONICS CO., LTD., YOOCOUR SPECIALITY STORE. YUJIAHOMEY STORE, ZHENGZHOU NUOWEN IMPORT AND EXPORT TRADE CO., LTD., ZL FENG XINGTIANXIA STORE, ALIBABA.COM SINGAPORE E-COMMERCE PTE. LTD. ALIEXPRESS E-COMMERCE ONE PTE. LTD.,

Defendants

GLOSSARY

<u>Term</u>	<u>Definition</u>	<u>Docket</u>
Dlaintiff on Waller	Vally Toys Holdings, LLC	Entry No.
Plaintiff or Kelly Toys	Kelly Toys Holdings, LLC	N/A
Merchant	19885566 Store, Ankang Aiduobao Animation Culture	N/A
Defendants	Industry Co., Ltd., BAEBAE Store, Baoding Kaiyu	
	Arts & Crafts Manufacturing Co., Ltd., Chinese Plush	
	Toy Store, Comfortable life 1026 Store, Cz Toy Store,	
	DeerBaby Toy Store, Dollfige Store, Dongguan Binfa	
	Toys Co., Ltd., Dongguan Jun Ou Toys Co., Ltd.,	
	Dongguan Yikang Plush Toys Co., Ltd., Dongguan	
	Yourun Toys Ltd., Dongguan Yuankang Plush Toys	
	Co., Ltd., Dropshoip Toy Store, Fashion Hello Kitty	
	Secret Store, Fashion trends Store, ForKids Store, Fun	
	Plush Toy Store, FunFun Toy Store, Fuzhou	
	Zhongchuang Times Technology Co., Ltd., Giselle	
	toys Store, Guangdong Hayidai Toys Co., Ltd.,	
	Guangzhou Kingkong Industrial Co., Ltd., Hangzhou Baixin Im.& Exp. Co., Ltd., Hi Toy Tribe Store, House	
	Zone Store, Janedream Baby Store, Jinhua Hairong	
	Import And Export Co., Ltd., Joeanno Toy Factory	
	Store, ki house toy Store, KK Smart Toy Store, market	
	Shop Store, miliblanket Store, One-of-a-kind cabin	
	Store, Point all Store, PROBRA Official Store,	
	Qingdao Qunze Toys Co., Ltd., Real International	
	Trading (Shanghai) Co., Ltd., Road to Mug Store,	
	ROMD Blanket Store, Shanghai Rbin Industry And	
	Trade Co., Ltd., Shanghai Zheyi Trading Co., Ltd.,	
	Shenzhen Huaming Jun Rubber Co., Ltd., Shenzhen	
	Oucheng Electronic Commerce Co., Ltd., Shenzhen	
	Siruiqi Electronic Commerce Co. LTD, Shijiazhuang	
	Joyce Technology Co., Ltd., Shop1100006046 Store,	
	Shop1100064019 Store, Shop1100085091 Store,	
	Shop1100180251 Store, Shop1102064132 Store,	
	Shop1102115801 Store, Shop1102135777 Store,	
	Shop1102138263 Store, Shop1102156837 Store,	
	Shop1102174373 Store, Shop1102195438 Store,	
	Shop1102197245 Store, Shop5240333 Store,	
	Shop5603037 Store, Taizhou Wotong International	
	Trading Co., Ltd., Toy Anime Store, Toyfond Store,	
	Toys Heaven Store, ToysAgeYoung88 Store, VA888	
	Store, VGR Home Appliances Store, Wuhan Tknow	
	Toys Co., Ltd., Xiamen Hotitem Technology Co., Ltd.,	
	xiaocha Toy Store, Yanghzou U-Tron Import & Export	

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	Co., LTD., Yangzhou Alijia Plush Toys Co., Ltd., Yangzhou Jinrunan Maternity & Baby Products Co., Ltd., Yangzhou Marisa Toy Gifts Co., Ltd., Yangzhou Mova Toys Trade Co., Ltd., Yangzhou Stech Toys Co., Ltd., Yangzhou Step Toys & Gifts Co., Ltd., Yangzhou Step Toys And Gifts Co., Ltd., Yiwu Dazzer Cloth Co., Ltd., Yiwu Leo Trading Co., Ltd., Yiwu Qiba Trading Firm, Yiwu Tangao E-Commerce Firm, Yiwu Yixun Toys Co., Ltd., Yiwu Yiya Toy Co., Ltd., Yizheng City Hongmer Electronics Co., Ltd., Yoocour Speciality Store, YujiaHomey Store, Zhengzhou Nuowen Import And Export Trade Co., Ltd. and ZL Feng xingtianxia Store	N/A
Alibaba Defendants	Alibaba.com Singapore E-Commerce Pte. Ltd. and AliExpress E-Commerce One Pte. Ltd.	N/A
Defendants	Merchant Defendants and Alibaba Defendants	N/A
Defaulting Defendants	19885566 Store, Ankang Aiduobao Animation Culture Industry Co., Ltd., BAEBAE Store, Baoding Kaiyu Arts & Crafts Manufacturing Co., Ltd., Chinese Plush Toy Store, Comfortable life 1026 Store, Cz Toy Store, DeerBaby Toy Store, Dollfige Store, Dongguan Binfa Toys Co., Ltd., Dongguan Jun Ou Toys Co., Ltd., Dongguan Yourun Toys Ltd., Dongguan Yuankang Plush Toys Co., Ltd., Dropshoip Toy Store, Fashion Hello Kitty Secret Store, Fashion trends Store, ForKids Store, Fun Plush Toy Store, FunFun Toy Store, Fuzhou Zhongchuang Times Technology Co., Ltd., Guangdong Hayidai Toys Co., Ltd., Guangzhou Kingkong Industrial Co., Ltd., Hi Toy Tribe Store, House Zone Store, Janedream Baby Store, Jinhua Hairong Import And Export Co., Ltd., Joeanno Toy Factory Store, KK Smart Toy Store, market Shop Store, miliblanket Store, One-of-a-kind cabin Store, Point all Store, PROBRA Official Store, Road to Mug Store, ROMD Blanket Store, Shanghai Rbin Industry And Trade Co., Ltd., Shanghai Zheyi Trading Co., Ltd., Shenzhen Oucheng Electronic Commerce Co., Ltd., Shenzhen Siruiqi Electronic Commerce Co. LTD, Shijiazhuang Joyce Technology Co., Ltd., Shop110006046 Store, Shop1100180251 Store, Shop1102064132 Store, Shop1102174373 Store, Shop1102195438 Store, Shop1102174373 Store, Shop1102195438 Store,	N/A

Shop5603037 Store, Taizhou Wotong International Trading Co., Ltd., Toy Anime Store, Toys Heaven Store, ToysAgeYoung88 Store, VGR Home Appliances Store, Wuhan Tknow Toys Co., Ltd., Xiamen Hotitem Technology Co., Ltd., xiaocha Toy Store, Yanghzou U-Tron Import & Export Co., LTD., Yangzhou Alijia Plush Toys Co., Ltd., Yangzhou Jinrunan Maternity & Baby Products Co., Ltd., Yangzhou Marisa Toy Gifts Co., Ltd., Yangzhou Stech Toys Co., Ltd., Yangzhou Step Toys & Gifts Co., Ltd., Yangzhou Step Toys & Gifts Co., Ltd., Yiwu Dazzer Cloth Co., Ltd., Yangzhou Leo Trading Co., Ltd., Yiwu Qiba Trading Firm, Yiwu Tangao E-Commerce Firm, Yizheng City Hongmer Electronics Co., Ltd., You Speciality Store, YujiaHomey Store, Zhengzhou Nuowen Import And Export Trade Co., Ltd. and ZL Feng xingtianxia Store Alibaba Alibaba Com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Merchant Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York, and provides services in participation with the same Aliexpress Aliexpress. Offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York, and provides services in participation with the same Aliexpress, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York, and provides services in participation with the same Aliexpress, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York, and provides services in pa		G1 1100107045 G1 G1 5040000 G1	
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Speciality Store, YujiaHomey Store, Zhengzhou Nuowen Import And Export Trade Co., Ltd. and ZL Feng xingtianxia Store Alibaba.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Merchant Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York, and provides services in participation with the same AliExpress Aliexpress.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Merchant Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York, and provides services in participation with the same Alibaba Platforms Alibaba, AliExpress, 1688.com, Taobao.com and Tmall.com Sealing Order Order to Seal File entered on October 27, 2022 1 Complaint Plaintiff's Complaint filed on November 2, 2022 6 First Amended Complaint Plaintiff's Second Amended Complaint filed on March 22, 2023 Epstein Drangel Epstein Drangel LLP, counsel for Plaintiff N/A New York Address Alphication Plaintiff's ex parte application for: 1) a temporary			
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ComplaintPlaintiff's Complaint filed on November 2, 20226First AmendedPlaintiff's First Amended Complaint filed on February34Complaint3, 202372SACPlaintiff's Second Amended Complaint filed on March 22, 202372Epstein DrangelEpstein Drangel LLP, counsel for PlaintiffN/ANew York Address244 Madison Ave, Suite 411, New York, NY 10016N/AApplicationPlaintiff's ex parte application for: 1) a temporary10-12	11110 400 4 1 1100 1 1110	· · · · · · · · · · · · · · · · · · ·	1 1/1 1
First Amended ComplaintPlaintiff's First Amended Complaint filed on February 3, 202334SACPlaintiff's Second Amended Complaint filed on March 22, 202372Epstein DrangelEpstein Drangel LLP, counsel for PlaintiffN/ANew York Address244 Madison Ave, Suite 411, New York, NY 10016N/AApplicationPlaintiff's ex parte application for: 1) a temporary10-12		Order to Seal File entered on October 27, 2022	1
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22, 2023 Epstein Drangel Epstein Drangel LLP, counsel for Plaintiff N/A New York Address 244 Madison Ave, Suite 411, New York, NY 10016 N/A Application Plaintiff's ex parte application for: 1) a temporary 10-12			
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New York Address244 Madison Ave, Suite 411, New York, NY 10016N/AApplicationPlaintiff's ex parte application for: 1) a temporary10-12	Enstein Drangel		N/Δ
ApplicationPlaintiff's ex parte application for: 1) a temporary10-12			
restraining order, 2, an order restraining wierenant			

	Storefronts (as defined infra) and Merchant	
	Defendants' Assets (as defined infra) with the	
	Financial Institutions (as defined <i>infra</i>); 3) an order to	
	show cause why a preliminary injunction should not	
	issue; 4) an order authorizing bifurcated and alternative	
	service; and 5) an order authorizing expedited	
	discovery	
TRO	The Temporary Restraining Order against the	18
	Merchant Defendants, Third Party Service Providers	
	and Financial Institutions entered by the Court on	
	November 14, 2022	
Kelly Dec.	Declaration of Jonathan Kelly in Support of Plaintiff's	12
Tieny Dec.	Application	12
Nastasi Dec.	Declaration of Gabriela N. Nastasi in Support of	11
mastasi Det.		11
Canishmallares	Plaintiff's Application U.S. Trademork Social Application No. : 00/676 140 for	N/A
Squishmallows	U.S. Trademark Serial Application No.: 90/676,140 for	1 N / A
Application	"ORIGINAL SQUISHMALLOWS," for goods in	
C : -1 11	Class 28	N T/A
Squishmallows	U.S. Trademark Registration Nos.: 6,457,232 for	N/A
Registrations	"SQUISHMALLOWS" for goods in Class 28;	
	5,454,574 for "SQUISHMALLOW" for goods in Class	
	28; 6,137,521 for "FLIP A MALLOWS" for goods in	
	Class 28; 5,962,289 for "MYSTERY SQUAD" for	
	goods in Class 28; 2,029,047 for "KELLYTOY" for	
	goods in Class 28; and 6,654,108 for	
	"SQUISHMALLOWS HUG MEES" for goods in	
	Class 28	
Squishmallows	The marks covered by the Squishmallows Registrations	
Marks	and Squishmallows Application	
Squishmallows	The works covered by the U.S. copyright registrations	N/A
Works	listed in Exhibit C to the Complaint	
Squishmallows	A line of loveable buddies made with a super soft,	N/A
Products	marshmallow-like texture that come in a variety of	
	sizes from 3.5-inch clip-ons to extra-large 24 inch plush	
	toys, and have expanded to other styles including Hug	
	Mees, Stackables, Mystery Squad and Flip-A-Mallows.	
Counterfeit Products	Products bearing or used in connection with the	N/A
Counteriest 1 roducts	Squishmallows Marks and/or Squishmallows Works,	1 4/ 2 1
	and/or products in packaging and/or containing labels	
	and/or hang tags bearing the Squishmallows Marks	
	and/or Squishmallows Works, and/or bearing or used	
	in connection with marks and/or artwork that are	
	confusingly or substantially similar to the	
	Squishmallows Marks and/or Squishmallows Works	
	and/or products that are identical or confusingly or	
	substantially similar to the Squishmallows Products	

Infringing Listings	Merchant Defendants' listings for Counterfeit Products	N/A
Merchant User	Any and all websites and any and all accounts with	N/A
Accounts	online marketplace platforms such as the Alibaba	
	Platforms, as well as any and all as yet undiscovered	
	accounts with additional online marketplace platforms	
	held by or associated with Merchant Defendants, their	
	respective officers, employees, agents, servants and all	
	persons in active concert or participation with any of	
	them	
Merchant	Any and all Merchant User Accounts through which	N/A
Storefronts	Merchant Defendants, their respective officers,	
	employees, agents, servants and all persons in active	
	concert or participation with any of them operate	
	storefronts to manufacture, import, export, advertise,	
	market, promote, distribute, display, offer for sale, sell	
	and/or otherwise deal in Counterfeit Products, which	
	are held by or associated with Merchant Defendants,	
	their respective officers, employees, agents, servants	
	and all persons in active concert or participation with	
	any of them	
Merchant	Any and all money, securities or other property or	N/A
Defendants' Assets	assets of Merchant Defendants (whether said assets are	
	located in the U.S. or abroad)	
Merchant	Any and all financial accounts associated with or	N/A
Defendants'	utilized by any Merchant Defendants or any Merchant	
Financial Accounts	User Accounts or Merchant Storefront(s) (whether said	
	accounts are located in the U.S. or abroad)	
Financial	PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"),	N/A
Institutions	Alipay.com Co., Ltd. and Ant Financial Services Group	
	(collectively "AliPay") and PingPong Global	
	Solutions, Inc. ("PingPong")	
Third Party Service	Online marketplace platforms, including, without	N/A
Providers	limitation, the Alibaba Platforms, as well as any and all	
	as yet undiscovered online marketplace platforms	
	and/or entities through which Merchant Defendants,	
	their respective officers, employees, agents, servants	
	and all persons in active concert or participation with	
	any of them manufacture, import, export, advertise,	
	market, promote, distribute, offer for sale, sell and/or	
	otherwise deal in Counterfeit Products which are	
	hereinafter identified as a result of any order entered in	
This (*000 Not .* 0	this action, or otherwise	TDD.
Plaintiff's Motion for	Plaintiff's Motion for Default Judgment and	TBD
Default Judgment	a Permanent Injunction filed on June 27, 2025	
Nastasi Aff.	Affidavit by Gabriela N. Nastasi in Support of	TBD
	Plaintiff's Motion for Default Judgment	

This matter comes before the Court by motion filed by Plaintiff for the entry of final judgment and permanent injunction by default against Defaulting Defendants for Defaulting Defendants' trademark infringement, trademark counterfeiting, false designation of origin, passing off and unfair competition and related state and common law claims arising out of Defaulting Defendants' unauthorized use of Plaintiff's Squishmallows Marks and/or Squishmallows Works, without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of Counterfeit Products.¹

The Court, having considered the Memorandum of Law and Affidavit of Gabriela N. Nastasi in support of Plaintiff's Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendants, the Certificate of Service of the Summons and Second Amended Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and upon all other pleadings and papers on file in this action, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I. Defaulting Defendants' Liability

1) Judgment is granted in favor of Plaintiff for the First, Second and Fifth Causes of Action pleaded against Defaulting Defendants in the SAC; the Third, Fourth and Sixth Causes of Action are dismissed against Defaulting Defendants without prejudice.

II. <u>Damages Awards</u>

1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that because it would serve both the compensatory and punitive purposes of the Lanham Act's prohibitions on trademark counterfeiting and infringement and the Copyright Act's prohibitions on willful infringement,

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¹ Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Glossary.

and because Plaintiff has sufficiently set forth the basis for the statutory damages award requested in its Motion for Default Judgment, the Court finds such an award to be reasonable and Plaintiff is awarded Fifty Thousand U.S. Dollars (\$50,000.000) in statutory damages against each of the seventy-seven (77) Defaulting Defendants pursuant to 15 U.S.C. § 1117(c) and/or 17 U.S.C. § 504(c), plus post-judgment interest.

III. Permanent Injunction

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defaulting Defendants, their respective officers, agents, servants, employees and all persons acting in concert with or under the direction of Defaulting Defendants (regardless of whether located in the United States or abroad), who receive actual notice of this Order are permanently enjoined and restrained from:
 - A. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing the Squishmallows Marks and/or Squishmallows Works and/or marks and/or artwork that are confusingly or substantially similar to, identical to and constitute a counterfeiting and/or infringement of the Squishmallows Marks and/or Squishmallows Works;
 - B. directly or indirectly infringing in any manner Plaintiff's Squishmallows Marks and/or Squishmallows Works;
 - C. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's Squishmallows Marks and/or Squishmallows Works to identify any goods or services not authorized by Plaintiff;
 - D. using Plaintiff's Squishmallows Marks and/or Squishmallows Works and/or any other marks and/or artwork that are confusingly or substantially similar to the Squishmallows

- Marks and/or Squishmallows Works on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- E. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants and Defaulting Defendants' commercial activities and Plaintiff
- F. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to their User Accounts, Merchant Storefronts or Defaulting Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products; and
- G. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation exportation, advertising, marketing, promotion, distribution, displaying, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.

- 2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendants must deliver up for destruction to Plaintiff any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defaulting Defendants that infringe Plaintiff's Squishmallows Marks and/or Squishmallows Works, or bear any marks and/or artwork that are confusingly or substantially similar to the Squishmallows Marks and/or Squishmallows Works pursuant to 15 U.S.C. § 1118.
- 3) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defaulting Defendants and all persons in active concert and participation with them who receive actual notice of this Order, including the Third Party Service Providers and Financial Institutions who satisfy those requirements and are identified in this Order, are permanently enjoined and restrained from:
 - A. secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying Defaulting Defendants' Assets from or to Defaulting Defendants' Financial Accounts.
- 4) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defaulting Defendants and all persons in active concert and participation with them who receive actual notice of this Order, including Third Party Service Providers who satisfy those requirements and are identified in this order are permanently enjoined and restrained from:
 - A. instructing, aiding or abetting Defaulting Defendants and/or any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(1)(G) and III(3)(A) above.

IV. Dissolution of Rule 62(a) Stay

1) IT IS FURTHER ORDERED, as sufficient cause has been shown, the 30 day automatic stay on enforcing Plaintiff's judgment, pursuant to Fed. R. Civ. Pro. 62(a) is hereby dissolved.

V. Miscellaneous Relief

1) Defaulting Defendants may, upon proper showing and two (2) business days written notice to the Court and Plaintiff's counsel, appear and move for dissolution or modification of the provisions of this Order;

- 2) Any failure by Defaulting Defendants to comply with the terms of this Order shall be deemed contempt of Court, subjecting Defaulting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property;
- 3) The Court releases the Twenty Five Thousand U.S. Dollar (\$25,000.00) security bond that Plaintiff submitted in connection with this action to counsel for Plaintiff, Epstein Drangel, LLP, 60 East 42nd Street, Suite 1250, New York, NY 10165; and
- 4) This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Order.

SO ORDERED.

SIGNED this 30th day of July , 2025.

HON. JESSE M. RUBMAN UNITED/STATES DISTRICT JUDGE

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Because all claims have now been resolved as to all Defendants, the Clerk of Court is directed to terminate ECF No. 214 and to close the case.